

[*Crider v. Holston Defense Corp.*](#), 88-CAA-1 (Sec'y Mar. 1, 1989)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR
WASHINGTON, D.C.

DATE: March 1, 1989
CASE NO. 88-CAA-1

IN THE MATTER OF

CLARENCE W. CRIDER,
COMPLAINANT,

v.

HOLSTON DEFENSE CORPORATION
AND YEARGIN CONSTRUCTION COMPANY, INC.,
RESPONDENTS.

BEFORE: THE SECRETARY OF LABOR

ORDER APPROVING SETTLEMENT
AGREEMENT AND DISMISSING COMPLAINT

This case arises under the Clean Air Act, 42 U.S.C. § 7622 (1982) (CAA), and implementing regulations at 29 C.F.R. Part 24 (1988). On January 19, 1988, Administrative Law Judge (ALJ) Richard E. Huddleston issued a [recommended] order allowing the withdrawal of the complaint upon settlement. A copy of the Settlement Agreement and Release of Claims signed by Complainant

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and all counsel is attached to the ALJ's [recommended] order and is incorporated by reference. The settlement agreement sets forth the actual terms and conditions to which the parties have agreed.

Paragraphs 1 and 2 of the settlement agreement may encompass matters arising under laws other than the Clean Air Act. My authority over this settlement agreement is limited

to matters arising under the Clean Air Act. *See Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. 86-CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD-4, Secretary's Decision and Order on Remand, issued November 3, 1986.¹ Accordingly, I have limited my review of the settlement agreement to determining whether its conditions are a fair, adequate and reasonable settlement of Complainant's allegations that Respondent violated Section 7622 of the CAA.

In addition, paragraphs 1 and 2 of the settlement agreement could be interpreted as a waiver of Complainant's rights with respect to claims which might arise in the future. As such, I could not approve it. *See Johnson v. Transco Products Corp.*, Case No. 85-ERA-7, Secretary's Order Approving Settlement issued (August 8, 1985). Therefore, I interpret paragraphs 1 and 2 to be limited to a waiver of Complainant's right to sue in the future on claims or causes of action arising out of facts occurring before the date of the settlement agreement.

I find the terms of the agreement within the scope of my authority to be fair, adequate and reasonable and I therefore approve the settlement.

Accordingly, the complaint in this case is DISMISSED.

SO ORDERED.

ELIZABETH DOLE
Secretary of Labor

Washington, D.C.

[ENDNOTES]

¹ 42 U.S.C. § 7622 (b) (2) (A) (1982) provides "the Secretary shall, unless the proceeding on the complaint is terminated by the Secretary on the basis of a settlement entered into by the Secretary and the person alleged to have committed such violation, issue an order either providing the relief prescribed by subparagraph (B) or denying the complaint."